

Attachment DTE 05-28 DTE/VZ 1

Keefe Clemons

06/08/2005 11:22 AM

To:
cc:
Subject:

"Sean Dandley" <sdandley@
rmunnelly@murthalaw.com, s
RE: Receipt of Customer 38 D

Sean:

The referenced contract language and documentation speak for themselves, and the legal interpretation of the contract is a matter best undertaken between you and your legal counsel.

With respect to the proposed revisions to the resale agreement language, given the nature and scope of the contracts, I believe it is unlikely that Verizon and DSCI will be able to eliminate every potential disagreement the parties may have regarding the resale of these agreements (despite the fact that Verizon, like DSCI, would prefer that such disagreements not arise). Verizon is willing to allow the resale of these agreements in accordance with applicable law, and this should insure that DSCI is able to resell the agreements to the extent permitted by the Telecommunications Act. Verizon's proposed language appropriately acknowledges DSCI's resale rights without potentially expanding them beyond what the law provides for, which Verizon is not prepared to do.

Keefe

Keefe B. Clemons
Assistant General Counsel
Verizon Communications
185 Franklin Street, 13th Floor
Boston, MA 02110
(617) 743-6744 (Telephone)
(617) 737-0648 (Facsimile)

"Sean Dandley"
<sdandley@DSCICOR
P.com>

06/08/2005 09:59 AM

To:
cc:
Subject:

Keefe Clemons/EMPL/MA/Ver
rmunnelly@murthalaw.com, s
RE: Receipt of Customer 38 D

Keefe,

Thank you for the link information for the database managed by the State Operational Services division. I am still "hacking and slashing" my way through the Customer 38 contract but the one issue that has risen to the service is my understanding that Verizon accepted the Commonwealth's standard terms and conditions - specifically the terms in paragraph 4 of the Commonwealth Standard Contract Form,

"The Department may terminate a contract without cause and without penalty, " which I take to mean that the Commonwealth could terminate this contract and not incur any termination liability. In an email on July 7, 2003 between Paul Flaherty of Verizon and Bob Spicer of the Commonwealth Verizon appears to reinforce that they concur with this

Attachment DTE 05-28 DTE/VZ 1

understanding of the Commonwealth terms and conditions.

This leads me to two questions:

1. Does Verizon agree with my reading of this language?
2. Do these same terms extend through the ICB to DSCI if we were to sign the resale agreement for this ICB? (If not, why not?)

Regarding your suggested modifications to the language of the resale agreement for this ICB I am lukewarm to the "applicable law" phrase because I foresee the potential for Verizon to cosmetically alter an existing ICB then migrate a retail customer to that ICB prior to the termination date and then DSCI is back in the boat of having to file a complaint with the DTE to get access to these rates and terms. My suggested language would preclude Verizon from employing this tactic and ensure DSCI access to the rates in the ICB for the term of the original contract.

Please let me know your thoughts.

Take care,

Sean

-----Original Message-----

From: keefe.b.clemons@verizon.com [mailto:keefe.b.clemons@verizon.com]

Sent: Tuesday, June 07, 2005 2:32 PM

To: Sean Dandley

Cc: rmunnelly@murthalaw.com

Subject: Re: Receipt of Customer 38 Documents

Importance: High

Sean:

Attached are my proposed revisions to your suggested modification to the resale agreement. In addition, you should also take a look at the database maintained by the State Operational Services division at www.comm-pass.com.

The state database allows you to search information on the statewide contracts currently in effect. It is also a location where you can track the most currently available information regarding the contracts.

Under the "search" function click on statewide contracts and type in ITT09 for documents relating to the Customer 38 Agreement and ITT18 for documents relating to the COMA Agreement.

Feel free to contact me if you have any questions,

Attachment DTE 05-28 DTE/VZ 1

Keefe

(See attached file:
DM_NY-#29252-v1-Revised_Customer_38_Resale_Letter_Agreement.DOC)

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"Sean Dandley"

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rmunnelly@murthalaw.com

To: Keefe

cc:

Subject: Receipt of

Customer 38 Documents

06/07/2005 11:07

AM

Keefe,

"Holy Smokes!" The pile of documents for the Customer 38 Agreement is a bit larger than I anticipated. I'll read through them this week and send you any questions on Friday or Monday and then overnight them back.

Do you have any comments on the edits that I sent back regarding the resale agreement for the ICB?

Thanks,

Sean M. Dandley
CEO & President
DSCI Corporation

781.861.4603

Attachment DTE 05-28 DTE/VZ 1

www.dscicorp.com